

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eastern Outfitters, LLC		05/18/2017	Limited Liability Company: DELAWARE
Eastern Mountain Sports, LLC		05/18/2017	Limited Liability Company: DELAWARE
Bob's Stores, LLC		05/18/2017	Limited Liability Company: DELAWARE
Subortis IP Holdings, LLC		05/18/2017	Limited Liability Company: DELAWARE
Bob's/EMS Gift Card, LLC		05/18/2017	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	SDI USA, LLC		
Street Address:	160 Corporate Court		
City:	Meriden		
State/Country:	CONNECTICUT		
Postal Code:	06450		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2851708	BCC	
Registration Number:	1874733	BCC BLUES	
Registration Number:	2802622	BCC KHAKIS	
Registration Number:	3021017	BEST OF BOB'S	
Registration Number:	3319907	BOB'S STORES	
Registration Number:	4044117	BOB'S STORES ALWAYS REWARDING.	
Registration Number:	3952447	D55	
Registration Number:	3292040		
Registration Number:	3385979	DIVISION 55	
Registration Number:	3299671	ROSIE GLOW	
Registration Number:	3805982	RUGGED TRAILS	
Registration Number:	1531396	BOB'S STORES	

CH \$415.00 2851708

Property Type	Number	Word Mark
Registration Number:	3655253	PROJECT FIFTY NINE
Registration Number:	1869466	SPORT CHALET
Registration Number:	1869465	SPORT CHALET
Registration Number:	2153318	SPORTLAND

CORRESPONDENCE DATA

Fax Number: 7044441111

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-444-1124

Email: elaine.hunt@alston.com

Correspondent Name: Michele M. Glessner

Address Line 1: Alston & Bird LLP

Address Line 2: 101 South Tryon Street, Suite 4000

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	08/21/2017

Total Attachments: 13

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of May 18, 2017 is made by and among Eastern Outfitters, LLC, a Delaware limited liability company (“EO”), Eastern Mountain Sports, LLC, a Delaware limited liability company (“EMS”), Bob’s Stores, LLC, a Delaware limited liability company (“Bob’s”), Subortis IP Holdings, LLC, a Delaware limited liability company (“SIH”), Bob’s/EMS Gift Card, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia (“BEGC”, and collectively with EO, EMS, Bob’s and SIH, “Assignors”), in favor of SDI USA, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement by and among Assignors and Sportsdirect.com Retail Ltd., an England and Wales private limited company, executed on February 8, 2017, and as amended from time to time (the “Purchase Agreement”).

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office;

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements contained in the Purchase Agreement and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound by this IP Assignment, agree as follows:

1. Assignment. Assignors hereby irrevocably sell, convey, transfer, grant, set over, deliver and assign to Assignee, and Assignee hereby accepts, all of Assignors’ worldwide right, title and interest in and to the following listed below (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all related patents and patent applications in all countries, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “Trademarks”);

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the “Copyrights”);

(d) the internet domain name registrations including all sub-domain names and extensions thereof and thereto set forth in Schedule 4 hereto (the “Domain Names”);

(e) the social media accounts set forth in Schedule 5 hereto (the “Social Media Accounts”);

(f) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Domain Names and Social Media Accounts. Assignors do hereby instruct, authorize, and direct any and all registrars thereof (including, but not limited to, the registrars listed on Schedule 4) to transfer the Domain Names to an account as directed by the Assignors. Assignors agree to cooperate with Assignee and to follow Assignee’s reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner, and Assignors or Assignee are hereby expressly permitted and authorized to provide a copy of this IP Assignment to any such registrar as necessary to accomplish such transfer. Assignors further agree that within five (5) business days after the parties execute this IP Assignment; Assignors shall commence transfer of ownership of the Domain Name to Assignee in accordance with the on-line procedures provided by the registrar of the Domain Name. Assignee shall cooperate with Assignors and provide information as necessary to Assignors to complete the ownership transfer. Assignors shall provide written acknowledgement confirming completion of the transfer of ownership to Assignee of such Domain Name within ten (10) days of the date of this IP Assignment. Assignors agree to cooperate with Assignee and to follow Assignee’s reasonable instructions in order to effectuate the transfer of the Social Media Accounts to the extent commercially feasible, in a timely manner, and Assignors or Assignee are hereby expressly permitted and authorized to provide a copy of this IP Assignment to any such social media provider as necessary to accomplish such transfer.

3. Recordation and Further Actions. Assignors hereby authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any country or countries foreign to the United States, to record and register this IP Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations,

or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Assignor Covenant. Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.

5. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP and the terms and provisions of Sections 9.4 to 9.12, 9.14, 9.15, 9.16, 9.18 and 9.19 are incorporated herein by reference as if set forth herein in their entirety and will apply *mutatis mutandis* to this IP Assignment. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNORS:

Eastern Outfitters, LLC

By: [Signature]
Name: David Blue
Title: VP Finance

Eastern Mountain Sports, LLC

By: [Signature]
Name: David Blue
Title: VP Finance

Bob's Stores, LLC

By: [Signature]
Name: David Blue
Title: VP Finance

Subortis IP Holdings, LLC

By: [Signature]
Name: David Blue
Title: VP Finance

Bob's/EMS Gift Card, LLC

By: [Signature]
Name: David Blue
Title: VP Finance



Agreed and accepted by:

SDI USA, LLC

By 

Name: Howard Moher

Title: President

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULES

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

NONE


SCHEDULE 2

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

SEE ATTACHED

Legal Owner	Record Owner on Trademark Register	Mark	Registration Number	Registration Date	Deadline
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BCC	2851708	Jun 08 2013	Jun 08 2024
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BCC BLUES	1874733	Jan 17 1995	Jan 17 2025
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BCC KHAKIS	2802622	Jan 06 2004	Jan 06 2024
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BEST OF BOB'S	3021017	Nov 29 2005	Nov 29 2025
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BOB'S STORES & Design	3319907	Oct 23 2007	Oct 23 2017
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BOB'S STORES ALWAYS REWARDING & Design	4044117	Oct 25 2001	Oct 25 2021
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	D55 & Design	3952447	Apr 26 2011	4/26/2017, 6 month grace period to 10/26 available
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	TONE ZONE	3940506	Apr 05 2011	Apr 05 2021
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	Sunflower Design	3292040	Nov 11 2007	Nov 11 2017
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	DIVISION 55	3385979	Feb 19 2008	Feb 19 2018
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	ROSIE GLOW	3299671	Sep 25 2007	Sep 25 2017
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	RUGGED TRAILS	3805982	Jun 22 2010	Jun 22 2020
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BOB'S STORES & Design	1531396	Mar 21 1989	Mar 21 2019

Legal Owner	Record Owner on Trademark Register	Mark	Country	Registration Number	Registration Date	Deadline
Subortis IP Holdings, LLC	Subortis IP Holdings, LLC	BOB'S STORES & Design	Canada	TMA771,956	Jul 14 2010	Jul 14 2025

<i>Mark</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Due Date</i>
ACTION PASS	Subortis IP Holdings, LLC	3,186,743	12/19/2006	12/19/2016 Renewal, currently responding to Office Action from Patent Office to finalize renewal
PROJECT FIFTY NINE	Subortis IP Holdings, LLC	3,655,253	7/14/2009	07/14/2019 Renewal
SPORT CHALET	Subortis IP Holdings, LLC	1,869,466	12/27/1994	12/27/2024 Renewal
 SPORT CHALET & Design	Subortis IP Holdings, LLC	1,869,465	12/27/1994	12/27/2024 Renewal
SPORTLAND	Subortis IP Holdings, LLC	2,153,318	4/28/1998	04/28/2018 Renewal
Sport Chalet		California 36912	6/8/1990	
Sport Chalet and Design		California 36911	6/8/1990	
Sport Chalet and Design		California 36925	6/12/1990	

SCHEDULE 3

COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE

SCHEDULE 4

DOMAIN NAMES

Domain Name	Registrar	Status
sportchalet.com	Network Solutions, LLC	Registered
vestisretail.com	Network Solutions, LLC	Registered
bobstores.com	Network Solutions, LLC	Registered
bob-store.com	Network Solutions, LLC	Registered
bob-stores.com	Network Solutions, LLC	Registered
bobs-online.com	Network Solutions, LLC	Registered
bobs-store.com	Network Solutions, LLC	Registered
email-bobstores.com	Network Solutions, LLC	Registered
mail-bobstores.com	Network Solutions, LLC	Registered
SportsDirect-USA.com	Network Solutions, LLC	Registered
sdiusa-llc.com	Network Solutions, LLC	Registered
bob-stores.net	Network Solutions, LLC	Registered
SDI-Stores.com	Network Solutions, LLC	Registered

SCHEDULE 5

SOCIAL MEDIA ACCOUNTS

Facebook

<https://www.facebook.com/bobstoresfans>
<https://www.facebook.com/Sports-Direct-USA>
<https://www.facebook.com/SDI-Stores-1334694306578956/>

Instagram

<https://www.instagram.com/bobsactive/>
<https://www.instagram.com/bobbiecrush/>
https://www.instagram.com/SDI_Stores
https://www.instagram.com/SportsDirect_USA

Twitter

<https://www.twitter.com/BobStores>
https://www.twitter.com/SDI_Stores
<https://www.twitter.com/SportsDirectUSA>

YouTube

<https://www.youtube.com/user/BobStores>

Pinterest

<https://www.pinterest.com/bobstores/>